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9 Attorneys for Plaintiff  
UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 22-00575-SB-3

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT  
EDDIE VASQUEZ

14 v.

15 EDDIE VASQUEZ,

16 Defendant.

18 1. This constitutes the plea agreement between Eddie Vasquez (“defendant”)  
19 and the United States Attorney’s Office for the Central District of California (the  
20 “USAO”) in the above-captioned case. This agreement is limited to the USAO and  
21 cannot bind any other federal, state, local, or foreign prosecuting, enforcement,  
22 administrative, or regulatory authorities.

23 DEFENDANT’S OBLIGATIONS

24 2. Defendant agrees to:

25 a. At the earliest opportunity requested by the USAO and provided by  
26 the Court, appear and plead guilty to count twelve of the indictment in United States v.  
Espinoza et. al., CR No. 22-00575-SB-3, which charges defendant with trafficking in  
28 firearms, in violation of 18 U.S.C. § 933(a)(1).

- 1                   b. Not contest facts agreed to in this agreement.
- 2                   c. Abide by all agreements regarding sentencing contained in this
- 3 agreement.
- 4                   d. Appear for all court appearances, surrender as ordered for service of
- 5 sentence, obey all conditions of any bond, and obey any other ongoing court order in this
- 6 matter.
- 7                   e. Not commit any crime; however, offenses that would be excluded for
- 8 sentencing purposes under United States Sentencing Guidelines (“U.S.S.G.” or
- 9 “Sentencing Guidelines”) § 4A1.2(c) are not within the scope of this agreement.
- 10                  f. Be truthful at all times with the United States Probation and Pretrial
- 11 Services Office and the Court.
- 12                  g. Pay the applicable special assessment at or before the time of
- 13 sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

#### THE USAO’S OBLIGATIONS

- 15                 3. The USAO agrees to:
  - 16                 a. Not contest facts agreed to in this agreement.
  - 17                 b. Abide by all agreements regarding sentencing contained in this
  - 18 agreement.
  - 19                 c. At the time of sentencing, move to dismiss the remaining counts of
  - 20 the indictment as against defendant. Defendant agrees, however, that at the time of
  - 21 sentencing the Court may consider any dismissed charges in determining the applicable
  - 22 Sentencing Guidelines range, the propriety and extent of any departure from that range,
  - 23 and the sentence to be imposed.
  - 24                 d. At the time of sentencing, provided that defendant demonstrates an
  - 25 acceptance of responsibility for the offense up to and including the time of sentencing,
  - 26 recommend a two-level reduction in the applicable Sentencing Guidelines offense level,
  - 27 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional
  - 28 one-level reduction if available under that section.

e. With respect to count 12, recommend that defendant be sentenced to a term of imprisonment no higher than the low end of the applicable Sentencing Guidelines range, provided that the offense level used by the Court to determine that range is 19 or higher. For purposes of this agreement, the low end of the Sentencing Guidelines range is that defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

## NATURE OF THE OFFENSE

4. Defendant understands that for defendant to be guilty of the crime charged in count 12, that is, the trafficking of firearms, in violation of Title 18, United States Code, Section 933(a)(1), 2(a) the following must be true: (1) defendant knowingly shipped, transported, transferred, caused to be transported, or otherwise disposed of, a firearm namely, a Colt, model m4 Carbine 5.56MM caliber rifle, to another person (2) the movement of this firearm affected interstate or foreign commerce, and (3) defendant knew or had a reasonable cause to believe that the use, carrying, or possession of the firearm by the recipient would constitute a felony.

5. Defendant understands that for defendant to be guilty of aiding and abetting the crime charged in count 12, that is the trafficking of firearms, in violation of Title 18, United States Code, Section 933(a)(1), 2(a) the following must be true: (1) someone else trafficked firearms, (2) defendant aided that person with respect to at least one element of trafficking firearms, (3) defendant acted with the intent to facilitate the trafficking of firearms; and (4) defendant acted before the crime was completed.

## PENALTIES

6. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 933(a)(1) is: 15 years imprisonment; a 3-year period of supervised release; \$250,000, or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

7. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and

1 requirements. Defendant understands that if defendant violates one or more of the  
2 conditions of any supervised release imposed, defendant may be returned to prison for  
3 all or part of the term of supervised release authorized by statute for the offense that  
4 resulted in the term of supervised release, which could result in defendant serving a total  
5 term of imprisonment greater than the statutory maximum stated above.

6       8. Defendant understands that, by pleading guilty, defendant may be giving up  
7 valuable government benefits and valuable civic rights, such as the right to vote, the  
8 right to possess a firearm, the right to hold office, and the right to serve on a jury.  
9 Defendant understands that he is pleading guilty to a felony and that it is a federal crime  
10 for a convicted felon to possess a firearm or ammunition. Defendant understands that  
11 the conviction in this case may also subject defendant to various other collateral  
12 consequences, including but not limited to revocation of probation, parole, or supervised  
13 release in another case and suspension or revocation of a professional license.  
14 Defendant understands that unanticipated collateral consequences will not serve as  
15 grounds to withdraw defendant's guilty plea.

16       9. Defendant and his counsel have discussed the fact that, and defendant  
17 understands that, if defendant is not a United States citizen, the conviction in this case  
18 makes it practically inevitable and a virtual certainty that defendant will be removed or  
19 deported from the United States. Defendant may also be denied United States  
20 citizenship and admission to the United States in the future. Defendant understands that  
21 while there may be arguments that defendant can raise in immigration proceedings to  
22 avoid or delay removal, removal is presumptively mandatory and a virtual certainty in  
23 this case. Defendant further understands that removal and immigration consequences are  
24 the subject of a separate proceeding and that no one, including his attorney or the Court,  
25 can predict to an absolute certainty the effect of his conviction on his immigration status.  
26 Defendant nevertheless affirms that he wants to plead guilty regardless of any  
27 immigration consequences that his plea may entail, even if the consequence is automatic  
28 removal from the United States.

## FACTUAL BASIS

10. Defendant admits that defendant is, in fact, guilty of the offense to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support a plea of guilty to the charge described in this agreement and to establish the Sentencing Guidelines factors set forth in paragraph 12 below but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

On October 13, 2022, in Los Angeles County, within the Central District of California, defendant knowingly and intentionally aided and abetted the sale of a Colt, model M4 CARBINE, 5.56MM caliber rifle, bearing serial number LE427653 (the “Colt Firearm”), knowing and having reasonable cause to believe that the use, carrying, and possession of the firearm by the recipient would constitute a felony. At all relevant times, defendant did not have a license to import, manufacture, or deal in firearms.

Specifically, on that date, defendant joined another individual in facilitating the sale of the Colt Firearm to an individual who, unbeknownst to defendant, was a confidential informant (the “CI”) working at the direction of the bureau of Alcohol, Tobacco, Firearms, and Explosives (“AFT”). At approximately 12:02pm, defendant and another individual met with the CI at a predetermined location in the County of Los Angeles, within the Central District of California. Upon arrival, defendant grabbed the Colt Firearm from the driver side back seat of his car and handed it to the CI. Defendant knew or had a reasonable cause to believe that the use, carrying, or possession of the firearm by the CI would constitute a felony.

Following this exchange, defendant and another individual also sold the CI a Polymer 80, model PF940C, 9mm caliber ghost gun pistol, bearing no serial number. The CI then paid the other individual \$3,800 for the two firearms. Defendant's sale of these firearms to the CI, and specifically his sale of the Colt Firearm, affected interstate and/or foreign commerce.

Defendant further conspired to sell, and aided and abetted in the sale of, another 7 firearms, as described at Appendix A, on September 22, 2022, October 13, 2022, and November 14, 2022, by accompanying and driving another individual to those exchanges. Furthermore, defendant knew that the short-barreled rifle he sold on September 22, 2022, had a barrel length of less than 16 inches, and the rifle was not registered to defendant in the National Firearms Registration and Transfer Record.

## SENTENCING FACTORS

11. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

12. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	18	U.S.S.G. § 2k2.1(a)(5)
3-7 Firearms Involved	+2	U.S.S.G. § 2k2.1(b)(1)
Involved Trafficking of Firearms	+4	U.S.S.G. § 2k2.1(b)(5)
Minor Participant	-2	U.S.S.G. § 3B1.2(b)

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate. The base offense level set forth above is based on information currently known to the government regarding defendant's criminal history. Defendant understands and agrees that defendant's base offense level could be increased if

defendant is a career offender under U.S.S.G. §§ 4B1.1 and 4B1.2 or an armed career criminal under U.S.S.G. §§ 4B1.4 and 18 U.S.C. § 924(e), or if defendant has additional prior conviction(s) for either a crime of violence or a controlled substance offense under U.S.S.G. § 2K2.1. If defendant's base offense level is so altered, defendant and the USAO will not be bound by the base offense level agreed to above.

13. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

14. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

## WAIVER OF CONSTITUTIONAL RIGHTS

15. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
  - b. The right to a speedy and public trial by jury.
  - c. The right to be represented by counsel -- and if necessary have the court appoint counsel -- at trial. Defendant understands, however, that, defendant's right to be represented by counsel -- and if necessary have the Court appoint counsel every other stage of the proceeding.
  - d. The right to be presumed innocent and to have the burden of proof on the government to prove defendant guilty beyond a reasonable doubt.
  - e. The right to confront and cross-examine witnesses against defendant.
  - f. The right to testify and to present evidence in opposition to the prosecution including the right to compel the attendance of witnesses to testify.
  - g. The right not to be compelled to testify, and, if defendant chose not to present evidence, to have that choice not be used against defendant.

1                   h. Any and all rights to pursue any affirmative defenses, Fourth  
2 Amendment or Fifth Amendment claims, and other pretrial motions that have been filed  
3 or could be filed.

4                   WAIVER OF APPEAL OF CONVICTION

5                   16. Defendant understands that, with the exception of an appeal based on a  
6 claim that defendant's guilty plea was involuntary, by pleading guilty defendant is  
7 waiving and giving up any right to appeal defendant's conviction on the offense to which  
8 defendant is pleading guilty. Defendant understands that this waiver includes, but is not  
9 limited to, arguments that the statute to which defendant is pleading guilty is  
10 unconstitutional, and any and all claims that the statement of facts provided herein is  
11 insufficient to support defendant's plea of guilty.

12                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL

13                   ATTACK

14                   17. Defendant agrees that, provided the Court imposes a total term of  
15 imprisonment within or below the range corresponding to an offense level of 19 and the  
16 criminal history category calculated by the Court, defendant gives up the right to appeal  
17 all of the following: (a) the procedures and calculations used to determine and impose  
18 any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the  
19 fine imposed by the Court, provided it is within the statutory maximum; (d) to the extent  
20 permitted by law, the constitutionality or legality of defendant's sentence, provided it is  
21 within the statutory maximum; (e) the term of probation or supervised release imposed  
22 by the Court, provided it is within the statutory maximum; and (f) any of the following  
23 conditions of probation or supervised release imposed by the Court: the conditions set  
24 forth in Second Amended General Order 20-04 of this Court; the drug testing conditions  
25 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use  
26 conditions authorized by 18 U.S.C. § 3563(b)(7).

27                   18. Defendant also gives up any right to bring a post-conviction collateral  
28 attack on the conviction or sentence, except a post-conviction collateral attack based on a

claim of ineffective assistance of counsel, a claim of newly discovered evidence, or an explicitly retroactive change in the applicable Sentencing Guidelines, sentencing statutes, or statutes of conviction. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea of guilty.

19. The USAO agrees that, provided (a) all portions of the sentence are at or below the statutory maximum specified above and (b) the Court imposes a term of imprisonment within or above the range corresponding to an offense level of 19 and the criminal history category calculated by the Court, the USAO gives up its right to appeal any portion of the sentence.

## RESULT OF WITHDRAWAL OF GUILTY PLEA

20. Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement; and (b) should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

## EFFECTIVE DATE OF AGREEMENT

21. This agreement is effective upon signature and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney.

## BREACH OF AGREEMENT

22. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its obligations under this agreement.

23. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

c. Defendant agrees that: (i) any statements made by defendant, under oath, at the guilty plea hearing (if such a hearing occurred prior to the breach); (ii) the agreed to factual basis statement in this agreement; and (iii) any evidence derived from such statements, shall be admissible against defendant in any such action against defendant, and defendant waives and gives up any claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the

1 Federal Rules of Criminal Procedure, or any other federal rule, that the statements or any  
2 evidence derived from the statements should be suppressed or are inadmissible.

3 **COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES**  
4 **OFFICE NOT PARTIES**

5 24. Defendant understands that the Court and the United States Probation and  
6 Pretrial Services Office are not parties to this agreement and need not accept any of the  
7 USAO's sentencing recommendations or the parties' agreements to facts or sentencing  
8 factors.

9 25. Defendant understands that both defendant and the USAO are free to:  
10 (a) supplement the facts by supplying relevant information to the United States Probation  
11 and Pretrial Services Office and the Court, (b) correct any and all factual misstatements  
12 relating to the Court's Sentencing Guidelines calculations and determination of sentence,  
13 and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines  
14 calculations and the sentence it chooses to impose are not error, although each party  
15 agrees to maintain its view that the calculations in paragraph 12 are consistent with the  
16 facts of this case. While this paragraph permits both the USAO and defendant to submit  
17 full and complete factual information to the United States Probation and Pretrial Services  
18 Office and the Court, even if that factual information may be viewed as inconsistent with  
19 the facts agreed to in this agreement, this paragraph does not affect defendant's and the  
20 USAO's obligations not to contest the facts agreed to in this agreement.

21 26. Defendant understands that even if the Court ignores any sentencing  
22 recommendation, finds facts or reaches conclusions different from those agreed to,  
23 and/or imposes any sentence up to the maximum established by statute, defendant  
24 cannot, for that reason, withdraw defendant's guilty plea, and defendant will remain  
25 bound to fulfill all defendant's obligations under this agreement. Defendant understands  
26 that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a  
27 binding prediction or promise regarding the sentence defendant will receive, except that  
28 it will be within the statutory maximum.

1                   NO ADDITIONAL AGREEMENTS

2       27. Defendant understands that, except as set forth herein, there are no  
3 promises, understandings, or agreements between the USAO and defendant or  
4 defendant's attorney, and that no additional promise, understanding, or agreement may  
5 be entered into unless in a writing signed by all parties or on the record in court.

6                   PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

7       28. The parties agree that this agreement will be considered part of the record of  
8 defendant's guilty plea hearing as if the entire agreement had been read into the record of  
9 the proceeding.

10          AGREED AND ACCEPTED

11          UNITED STATES ATTORNEY'S OFFICE  
12          FOR THE CENTRAL DISTRICT OF  
13          CALIFORNIA

14          E. MARTIN ESTRADA  
15          United States Attorney

16          /s/

17          \_\_\_\_\_  
18          COLIN S. SCOTT  
19          Assistant United States Attorney

20          \_\_\_\_\_  
21          July 12, 2023  
22          Date

23          \_\_\_\_\_  
24          EDDIE VASQUEZ  
25          Defendant

26          \_\_\_\_\_  
27          Date

28          \_\_\_\_\_  
29          OLIVER CLEARY  
30          Attorney for Defendant EDDIE VASQUEZ

31          \_\_\_\_\_  
32          Date

1  
2                   NO ADDITIONAL AGREEMENTS  
3

4     27. Defendant understands that, except as set forth herein, there are no  
5 promises, understandings, or agreements between the USAO and defendant or  
6 defendant's attorney, and that no additional promise, understanding, or agreement may  
7 be entered into unless in a writing signed by all parties or on the record in court.

8                   PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING  
9

10    28. The parties agree that this agreement will be considered part of the record of  
11 defendant's guilty plea hearing as if the entire agreement had been read into the record of  
12 the proceeding.

13    AGREED AND ACCEPTED  
14

15    UNITED STATES ATTORNEY'S OFFICE  
16    FOR THE CENTRAL DISTRICT OF  
17    CALIFORNIA

18    E. MARTIN ESTRADA  
19    United States Attorney

20    /s/

21    COLIN S. SCOTT  
22    Assistant United States Attorney

23      
24    EDDIE VASQUEZ  
25    Defendant

26      
27    OLIVER CLEARY  
28    Attorney for Defendant EDDIE VASQUEZ

29                  July 12, 2023  
30                  Date

31                  July 17, 2023  
32                  Date

33                  July 17, 2023  
34                  Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

Eddie Vasquez

EDDIE VASQUEZ  
Defendant

July 17 2023  
Date

Date

1                   CERTIFICATION OF DEFENDANT'S ATTORNEY

2                   I am EDDIE VASQUEZ's attorney. I have carefully and thoroughly discussed  
3 every part of this agreement with my client. Further, I have fully advised my client of  
4 his rights, of possible pretrial motions that might be filed, of possible defenses that might  
5 be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C.  
6 § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of  
7 entering into this agreement. To my knowledge: no promises, inducements, or  
8 representations of any kind have been made to my client other than those contained in  
9 this agreement; no one has threatened or forced my client in any way to enter into this  
10 agreement; my client's decision to enter into this agreement is an informed and voluntary  
11 one; and the factual basis set forth in this agreement is sufficient to support my client's  
12 entry of a guilty plea pursuant to this agreement.

13                     
14                   OLIVER CLEARY  
15                   Attorney for Defendant EDDIE VASQUEZ

16                   

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17                   July 17, 2023  
18                   Date

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## **APPENDIX A**

Date Defendant Trafficked	<u>Descriptions of Firearms Sold by Defendant</u>
September 22, 2022	(1) a Smith & Wesson, M&P40 Shield frame for a .40 caliber pistol, bearing serial number HZU2059;
	(2) a privately manufactured, Glocktype, 9mm caliber ghost gun pistol, bearing no serial number; and
	(3) a privately manufactured, AR-type, .223 caliber short-barreled ghost gun rifle with a barrel length of approximately 12.25 inches, bearing no manufacturer's mark or serial number.
November 14, 2022	(4) a Smith & Wesson, model M&P 15 receiver for a 5.56mm caliber rifle, bearing serial number SW45707; and
	(5) a Sig Sauer, model P232 SL, .380 caliber pistol, bearing serial number S203030.